REPORT TO SHASTA COUNTY RTPA

SUBJECT	MEETING DATE	ITEM NUMBER
Fix 5 Partnership: Consultant Agreement & Interim Fee Program	2/27/07	8

RECOMMENDATION
It is recommended that the Agency:
1. Authorize Chair to execute the attached contract agreement with MuniFinancial in the amount of $585,000 to carry out the 'Interstate 5 Fee Program Study'; and
2. Authorize Executive Officer to draw upon the 10% contingency ($58,500) included in the overall budget, for the purpose of carrying out unanticipated work tasks,
3. Direct staff to develop an interim traffic impact fee program for consideration by each governing board of the Fix 5 Partnership.

SUMMARY
The Fix 5 Partnership (Partnership) is a multi-jurisdictional effort to comprehensively address congestion and funding issues on the Interstate 5 (I-5) corridor between the cities of Shasta Lake and Corning. MuniFinancial's proposal to carry out the Partnership was top-ranked among three proposals received. MuniFinancial was interviewed and contract details fine-tuned after Partnership feedback. It is recommended that the Agency authorize the attached work plan and contract for $585,000. It is further requested that the Executive Director be authorized to utilize budgeted contingency funds (up to $58,500) as necessary to carry out unanticipated work tasks.

Staff, as directed by the Fix 5 Partnership Executive Committee, further recommends that the Agency prepare the interim fee program for consideration by each governing board of the Partnership.

DISCUSSION
Background
The RTPA previously approved the Fix 5 Partnership to develop a study of I-5 improvement needs and funding opportunities. A $585,000 state grant, administered by the RTPA, will fund the effort. The Fix 5 Partnership includes Caltrans, the five cities, two counties, and two RTPAs along the I-5 Corridor between the cities of Shasta Lake and Corning. The purpose of the Partnership is to streamline development reviews in the corridor through a multi-jurisdictional, comprehensive approach while better leveraging state and federal funds.

The Fix 5 Partnership was first discussed with the Agency July 26, 2005. On February 28, 2006, the Agency authorized staff to pursue the grant which was approved last June. Shasta County RTPA staff made presentations to our three city councils and the Board of Supervisors in March and April. On August 2, 2006, the first 'Executive Committee' meeting was held to discuss key issues and define the project scope for use in the RFP. The Executive Committee consists of the Partnership's five city managers and two CAO's, or their designees. The Tehama County RTPA -- which serves with us as co-lead agency for the Partnership -- is undergoing concurrent and parallel efforts in their region. Additional background information regarding the Partnership, including the Executive Committee minutes, is available at http://www.fixfive.org

Consultant Services
In response to a Request for Proposals dated October 26, 2006, three proposals were received from qualified consulting firms to carry out the Partnership study. MuniFinancial of Oakland scored substantially higher in all evaluation categories and by all evaluators. Cost was considered independent of respective proposals; however, there where no appreciable differences.

It is recommended that the Agency authorize the Executive Officer to execute the attached work plan and contract agreement with MuniFinancial in the amount of $585,000. This includes a contingency of 10% ($58,500) that would allow the Executive Officer to authorize unanticipated work as needed. Legal counsel has reviewed and approved the contract as to form.

Interim Fee Program
The Fix 5 Partnership Executive Committee had a detailed discussion regarding the advantages and disadvantages of developing an interim traffic impact fee (TIF) program within the next three months while the fully detailed, long-term TIF is crafted over the next twenty months, or longer. The interim TIF will meet all legal requirements, but will be conservative in scope and based strictly on available information. As such, it is envisioned that the interim TIF would be roughly half the amount of the long-term TIF. An interim TIF of $1,000 to $2,000 per household equivalent has been contemplated for discussion purposes. Most likely, it would apply only in the valley and foothill areas. The TIF could be reduced if we have success in using the Partnership to leverage additional state and federal funds, such as those from Proposition 1B.

The interim fee benefits are the same as those driving the long-term goals of the Fix 5 Partnership, only they would be realized sooner. Once in effect, an I-5 TIF would:

- **Provide local agencies and developers a more efficient and equitable means to address I-5 impacts under the California Environmental Quality Act (CEQA).**

  Currently, this is done on a project-by-project basis. The brunt of the responsibility rests on the high-profile projects which must conduct individual studies, grapple with Caltrans over fair-share mitigation, and deal with the challenge of creating a legally defensible CEQA document. Environmental Impact Reports are in the pipeline for several projects throughout the corridor with more than 20,000 homes and two million square feet of commercial area proposed (see attached map). The interim TIF provides a way to address I-5 impacts to the satisfaction of the development community, the lead agency, neighboring jurisdictions, Caltrans, and the public.

- **Establish a predictable and level "playing field" for new development across all jurisdictions.**

  Presently, lead agencies address I-5 impacts from development proposals differently, if at all, across the seven jurisdictions. A regional fee program would more closely represent the impacts attributable to such development. Should approval of a TIF be deferred, a higher 'fair-share' burden would be placed on future development, as the same transportation costs would be spread over fewer projects. Or, if Interstate 5 level-of-service deteriorated to sub-par before a TIF can be implemented, the legal ability to require a TIF on new development would become limited. Many large urban areas have already experienced these issues.

- **Deliver an immediate revenue stream critical to leveraging state and federal funding. State and federal legislators and agencies have routinely favored projects that can demonstrate broad regional support based on a comprehensive plan to fund and maintain mobility gains.**

  Even without a TIF in place, the Fix 5 Partnership is already getting attention in Sacramento. A few examples: We have met at the request of the Caltrans director to discuss the benefits of the Partnership; we have used the promise of the Partnership to receive Caltrans recommendations for $45 million in Proposition 1B CMIA funds; we have used the Partnership as a demonstration of cooperation resulting in a generous Blueprint Grant; and, we are currently lobbying the state legislature to allow the Partnership to participate in the $1 billion State Local Partnership Program. Many leveraging opportunities are also the horizon. Federally, there is the potential for earmarks. There is also the FHWA "Corridors of the Future Program" where I-5 is one of 14 corridors selected nationwide to be eligible for demonstration funds. On the state side, there are discretionary funds through the State Transportation Improvement Program (STIP) and the State Highway Operation and Protection Program (SHOPP).

- **Aid in exposing and sorting out issues in preparation for the long-term TIF program.**

  If successfully adopted with broad local agency consensus, the interim TIF would be a major step forward and help smooth the path to achieve long-term Partnership goals. This is particularly true if there are significant personnel or elected official changes over the course of developing the long-term TIF program.

The following disadvantages regarding the interim TIF were also identified and discussed by the Executive Committee:

- **The interim TIF will add administrative cost, primarily through the scheduling of added public meetings to adopt the interim program.**

  The added costs were determined relatively minor in relation to the anticipated benefits. The costs are covered by the Fix 5 Partnership grant.

- **The interim TIF may derail the long-term Partnership goals and realization of the Partnership benefits.**

  Support for the interim TIF over the past eighteen months, since the Partnership was first discussed, has been unanimous among the local officials and elected bodies. Nonetheless, the proposed work plan includes extensive and open communication with the public, agency staff, and -- most importantly -- the city councils and county boards. If at any point during development of the interim fee, there is a sense of dissention that cannot be readily overcome; we could abandon the interim fee plan (at least for that RTPA region). Any such dissention is better to flush out early rather than twenty months into the process.

Based on the above considerations, and direction from the Executive Committee, it is recommended that the RTPA direct staff begin development of the interim fee program.

Development of the interim TIF will entail another meeting of the Executive Committee and an initial round of presentations to each city council and county board. We would communicate the purpose, methodology, and ultimate goal of the program along with some preliminary TIF information. We would then request to proceed based on local agency feedback and direction. A second round of presentations - also to each governing board - will be held to present the interim fee program for adoption. Going forward, Partnership updates will be provided at every RTPA meeting.

ALTERNATIVES

With respect to the contract agreement with MuniFinancial, the Agency may approve the attached contract with changes or refer the matter back to staff for additional consideration as specified.

With respect to the interim fee program, the Agency may direct staff to forego its development and proceed with the long-term study. This is not recommended as the benefits specified above would be delayed, and there is general consensus among the Fix 5 partners to proceed.

OTHER AGENCY INVOLVEMENT

Proposals were evaluated by a committee of Fix 5 partners representing Caltrans District 2, the Shasta County RTPA, Tehama County Transportation Commission, Shasta County, Tehama County, and the cities of Anderson, Red Bluff, and Corning.

Members of the Partnership have and will continue to be actively involved in this project. Subtasks in the attached work plan are undertaken within regionally representative work groups. At appropriate project milestones - marked by key deliverables and/or decision points - Technical Advisory Committee, Executive Committee, city council and county board meetings are held to validate progress and provide direction going forward.

FINANCING

Funding for this project comes through a $585,000 State Planning & Research (SPR) grant. No SCRTPA match is required for this work element; however, staff time required for completing FY 2006/07 tasks in the amount of $25,000 will come from federal planning funds. Local agency staff time may also be reimbursed by the RTPA through the Overall Work Program.

Daniel S. Little, AICP, Executive Officer

DTW/jac

Attachments: Contract Agreement with MuniFinancial
Pipeline Development Proposals
Forecasted Congestion Map

PERSONAL SERVICES AGREEMENT BETWEEN SHASTA COUNTY REGIONAL TRANSPORTATION PLANNING AGENCY AND MUNIFINANCIAL

This agreement is entered into between the Shasta County Regional Transportation Planning Agency ("SCRTPA"), and MuniFinancial ("Consultant") for the purpose of developing a regional traffic impact fee program for mainline Interstate 5.

1. RESPONSIBILITIES OF CONSULTANT.

A. Deliverables as described in attached Scope of Work

B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of the SCRTPA pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This report is one of one produced under this agreement."

2. RESPONSIBILITIES OF SCRTPA.

A. The SCRTPA shall compensate Consultant as set forth in section [3] of this agreement and shall monitor Consultant's performance.

B. The SCRTPA shall 1) designate a project manager authorized to act on RTPA and the Fix 5 Partnership's behalf, 2) provide staff support needed to conduct public outreach meetings, and 3) provide access to existing maps, drawings, specifications, traffic data, and/or any other documents or resources needed by the Consultant in executing its responsibilities.

3. COMPENSATION.

Total compensation for services outlined in the attached scope of work shall not exceed $xxx,xxx. A contingency of $xxx,xxx is, however, available for expansion of existing tasks or the addition of new tasks upon receipt of written authorization from the SCRTPA's Executive Director or designated Project Manager.

4. BILLING AND PAYMENT.

Consultant shall submit to SCRTPA within 30 days after completion of the services described in section 1, an itemized statement or invoice of services rendered. SCRTPA shall make payment within 30 days of receipt of Consultant's correct and approved statement.

5. **TERM OF AGREEMENT.**

This agreement shall commence on the date of signing and shall terminate February 28, 2009.

6. **TERMINATION OF AGREEMENT.**

A. If Consultant materially fails to perform duties to the satisfaction of the SCRTPA, or if Consultant fails to fulfill in a timely and professional manner obligations under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then the SCRTPA shall have the right to terminate this agreement for cause effective immediately upon the SCRTPA giving written notice thereof to Consultant. If termination for cause is given by the SCRTPA to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

B. The SCRTPA may terminate this agreement without cause on 30 days' written notice to Consultant. The SCRTPA shall pay consultant for all work satisfactorily completed as of the date of notice.

C. The SCRTPA may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. The SCRTPA's right to terminate this agreement may be exercised by the Executive Officer.

E. Should this agreement be terminated, Consultant shall promptly provide to the SCRTPA any and all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Consultant pursuant to this agreement.

F. If this agreement is terminated under paragraph A above, Consultant shall only be paid for services completed and provided prior to notice of termination. In the event of termination under paragraph B or C above, Consultant shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of Consultant covered by this agreement, less payments of compensation previously made. In no event, however, shall the SCRTPA pay Consultant an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

7. **ENTIRE AGREEMENT; AMENDMENTS.**

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. However, minor amendments which do not result in a substantial or functional change to the original intent of the agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Executive Officer.

8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the SCRTPA. The waiver by the SCRTPA of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the SCRTPA to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this agreement; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the SCRTPA is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Consultant were a SCRTPA employee. The SCRTPA shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under the SCRTPA's workers' compensation insurance plan nor shall Consultant be eligible for any other SCRTPA benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

10. INDEMNIFICATION.

Consultant shall defend, hold harmless and indemnify the SCRTPA, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of the SCRTPA Counsel and counsel retained by the SCRTPA, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' injury, including death, or property (including property of the SCRTPA) being damaged by the negligent acts, willful acts, or errors or omissions of the Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the SCRTPA. Consultant shall also defend and indemnify the SCRTPA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless the SCRTPA with respect to Consultant's "independent contractor" status that would establish a liability on the SCRTPA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless the SCRTPA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement.

11. INSURANCE COVERAGE.

A. Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the SCRTPA and the public with limits of liability of not less than $1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the SCRTPA.

B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant will comply with such provisions before commencing the performance of the work of this agreement.

C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million.

D. Consultant shall require subcontractors to furnish satisfactory proof to the SCRTPA that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.

E With regard to all insurance coverage required by this agreement:

(1) Any deductible or self-insured retention exceeding $25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the SCRTPA prior to the effective date of this agreement.

(2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the agreement and continue coverage for a period of three years after the expiration of the agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the agreement.

(3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the *Shasta County Regional Transportation Planning Agency, its elected officials, officers, employees, agents and volunteers as an additional insured* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the SCRTPA*. The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations and CG 20 37 for completed operations.

(4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each suit insured against whom a claim is made or suit is brought."

(5) Consultant shall provide the SCRTPA with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.

(6) The insurance required herein shall be in effect at all times during the term of the agreement. In the event any insurance coverage expires at any time

during the term of the agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of the agreement, the SCRTPA may, in addition to any other remedies it may have, terminate the agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.

(7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide the SCRTPA a certificate of insurance reflecting those limits.

12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the SCRTPA, Consultant shall give prompt and timely notice thereof to the SCRTPA. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

A. Consultant will observe and comply with all applicable federal, state and local laws, ordinances and codes which relate to the services to be provided pursuant to this agreement.

B. Consultant will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.

C. Consultant represents that Consultant is in compliance with and agrees that Consultant will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, *et seq.*), the Fair Employment and Housing Act (Govern-ment Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

14. ACCESS TO RECORDS/RETENTION.

SCRTPA, county, federal and state officials shall have access to any books, documents, papers and records of Consultant which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or the SCRTPA. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after the SCRTPA makes final payment hereunder.

15. CONSULTANT'S COMPLANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement. Consultant's failure to cure such default within 90 days of notice by the SCRTPA shall be grounds for termination of this agreement.

16. LICENSES AND PERMITS.

Consultant shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Shasta and all other appropriate governmental agencies, including any certification and credentials required by the SCRTPA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this Agreement by the SCRTPA.

17. PERFORMANCE STANDARDS.

Consultant shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's services.

18. CONFLICTS OF INTEREST.

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this agreement.

19. NOTICES.

A. Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to SCRTPA:	Shasta County Regional Transportation Planning Agency 1855 Placer Street Redding, CA 96001
If to Consultant:	MuniFinancial 1700 Broadway, Sixth Floor Oakland, CA 94612

B. Notice shall be deemed to be effective two days after mailing.

20. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the SCRTPA and be delivered to the SCRTPA upon completion of its authorized use pursuant to the agreement. The SCRTPA may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the SCRTPA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of its rights in its own proprietary information, including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Consultant prior to, or acquired by the Consultant during the performance of this agreement and the Consultant shall not be restricted in any way with respect thereto.

21. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

IN WITNESS WHEREOF, the SCRTPA and Consultant have executed this agreement on the day and year set forth below.

SHASTA COUNTY REGIONAL TRANSPORTATION PLANNING AGENCY

Date: ____________________

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DANIEL S. LITTLE, AICP
Executive Officer

MUNIFINANCIAL

By: ________________________________
Frank Tripepi – President

By: ________________________________
Paul Whitelaw – Senior Vice President

Tax I.D.#: 33-0302345

Approved as to form:

ELIZABETH JOHNSON
SCRTPA Counsel

By:______________________________